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all members of the public similarly situated

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA-SOUTHERN DIVISION

JEREMY COLLINS, individually
and on behalf of all members of the
public similarly situated,

Plaintiff,

vs.

HOME DEPOT U.S.A., a Delaware
corporation,

Defendant.

Case No.: 8:22-cv-00847-CJC-DFM

**~~STIPULATION AND PROPOSED~~
PROTECTIVE ORDER REGARDING
CONFIDENTIALITY OF CERTAIN
DOCUMENTS**

LAW OFFICES OF GARY R. CARLIN APC
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1 **TO THE COURT, ALL PARTIES AND THEIR RESPECTIVE COUNSEL**
2 **OF RECORD:**

3 JEREMY COLLINS (“Plaintiff”) and Defendant HOME DEPOT U.S.A.
4 (“Defendant”) (collectively, the “Parties”), by and through their respective counsel
5 of record, hereby agree and stipulate to the following Stipulated Protective Order:

6 **A. PURPOSES AND LIMITATIONS**

7
8 Discovery in this action is likely to involve production of confidential,
9 proprietary, medical and other private information for which special protection from
10 public disclosure and from use for any purpose other than prosecuting this litigation
11 may be warranted. Accordingly, the parties hereby stipulate to and petition the
12 Court to enter the following Stipulated Protective Order. The parties acknowledge
13 that this Order does not confer blanket protections on all disclosures or responses to
14 discovery and that the protection it affords from public disclosure and use extends
15 only to the limited information or items that are entitled to confidential treatment
16 under the applicable legal principles. This does not, however, relieve the parties of
17 their obligations to file Confidential documents under seal, and any Confidential
18 documents referred to during any summary judgment hearing do not lose their
19 Confidential status. . Local Rule 79-5 sets forth the procedures that must be
20 followed and the standards that will be applied when a party seeks permission from
21 the Court to file material under seal.

22 **B. GOOD-CAUSE STATEMENT**

23 This action is likely to involve the disclosure of sensitive personal
24 information, trade secrets, and other proprietary information for which protection
25 from public disclosure and from use for any purpose other than pursuing this
26 litigation may be warranted. Such confidential and proprietary materials and
27 information consist of, among other things, confidential business or financial
28 information, information regarding confidential business practices, confidential

personal information, other confidential commercial information, information otherwise generally unavailable to the public, or that may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions or common law. Accordingly, to expedite the flow of information; to facilitate the prompt resolution of disputes over confidentiality of discovery materials; to adequately protect information the parties are entitled to keep confidential; to ensure that the parties are permitted reasonable, necessary uses of such material in preparation for and in the conduct of trial; to address their handling at the end of the litigation; to assure that the confidential materials circulated among the Parties are used only for the purposes of the pending above-captioned litigation and viewed, examined, read and otherwise managed only by persons entitled to under this Stipulation; and to serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the Parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good-faith belief that it has been maintained in a confidential, nonpublic manner, and there is good cause why it should not be part of the public record of this case.

C. DEFINITIONS

Action: The above-captioned matter, *JEREMY COLLINS v HOME DEPOT U.S.A.*, case number 8:22-cv-00847-CJC-DFM currently pending in the United States District Court, Central District of California (hereinafter, “this Action.”)

Challenging Party: A Party or Nonparty that challenges the designation of information or items under this Order.

“CONFIDENTIAL” Information or Items: Information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c) and as specified above in the Good-Cause Statement.

1 Counsel: Attorneys of Record (as well as their respective support staffs).

2 Designating Party: A Party or Nonparty that designates information or items
3 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

4 Disclosure or Discovery Material: All items or information, regardless of the
5 medium or manner in which it is generated, stored, or maintained (including, among
6 other things, testimony, transcripts, and tangible things), that are produced or
7 generated in disclosures or responses to discovery in this matter.

8 Expert: A person with specialized knowledge or experience in a matter
9 pertinent to the litigation who has been retained by a Party or by its counsel to serve
10 as an expert witness or as a consultant in this Action.

11 Nonparty: Any natural person, partnership, corporation, association, or other
12 legal entity not named as a Party to this action.

13 Outside Counsel of Record: Attorneys who are not employees of a party to
14 this Action but who are retained to represent or advise a party to this Action and
15 who have appeared in this Action on behalf of that party or who are affiliated with
16 a law firm that has appeared on behalf of that party, and includes support staff.

17 Party: Any party to this Action, including all of its officers, directors and
18 employees (and their support staffs).

19 Producing Party: A Party or Nonparty that produces Disclosure or Discovery
20 Material in this Action.

21 Professional Vendors: Persons or entities that provide litigation sup-port
22 services (e.g., photocopying, videotaping, translating, preparing exhibits or
23 demonstrations, and organizing, storing, or retrieving data in any form or medium)
24 and their employees and subcontractors.

25 Protected Material: Any Disclosure or Discovery Material that is designated
26 as “CONFIDENTIAL.”

27 Receiving Party: A Party that receives Disclosure or Discovery Material from
28 a Producing Party.

D. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. However, the protections conferred by this Stipulated Protective Order do not cover the following information: (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Stipulated Protective Order; and (b) any information obtained by the Receiving Party from a source who obtained the information lawfully and under no obligation of confidentiality to the Designating Party.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

E. DURATION

Even after final disposition of the Action, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law. This Court shall retain jurisdiction with respect to interpreting and enforcing the provisions of this Stipulation for a period of one (1) year after the conclusion of this Action.

1 **F. DESIGNATING PROTECTED MATERIAL**

2 **(1) Exercise of Restraint and Care in Designating Material for Protection.**

3 Each Party or Nonparty that designates information or items for protection
4 under this Order must take care to limit any such designation to specific material
5 that qualifies under the appropriate standards. The Designating Party must
6 designate for protection only those parts of material, documents, items, or oral or
7 written communications that qualify so that other portions of the material,
8 documents, items, or communications for which protection is not warranted are not
9 swept unjustifiably within the ambit of this Order.

10 Mass, indiscriminate, or routinized designations are prohibited. Designations
11 that are shown to be clearly unjustified or that have been made for an improper
12 purpose (e.g., to unnecessarily encumber the case-development process or to impose
13 unnecessary expenses and burdens on other parties) may expose the Designating
14 Party to sanctions.

15 If it comes to a Designating Party's attention that information or items that
16 it designated for protection do not qualify for protection, the Designating Party
17 must promptly notify all other Parties that it is withdrawing the inapplicable
18 designation.

19 **(2) Manner and Timing of Designations**

20 Except as otherwise provided in this Order (*see, e.g.*, the second paragraph
21 of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or
22 Discovery Material that qualifies for protection under this Order must be clearly so
23 designated before the material is disclosed or produced.

24 Designation in conformity with this Order requires:

25 (a) For Disclosure or Discovery Material in documentary form (e.g., paper
26 or electronic documents, but excluding transcripts of depositions or other pretrial or
27 trial proceedings), that the Producing Party affix at a minimum, the legend
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1 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
2 contains protected material. If only a portion or portions of the material on a page
3 qualifies for protection, the Producing Party also must clearly identify the protected
4 portion(s) (e.g., by making appropriate markings in the margins).

5 A Party or Nonparty that makes original documents available for inspection
6 need not designate them for protection until after the inspecting Party has indicated
7 which documents it would like copied and produced. During the inspection and
8 before the designation, all of the material made available for inspection shall be
9 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
10 Disclosure or Discovery Material it wants copied and produced, the Producing Party
11 must determine which documents, or portions thereof, qualify for protection under
12 this Order. Then, before producing the specified documents, the Producing Party
13 must affix the “CONFIDENTIAL legend” to each page that contains Protected
14 Material. If only a portion or portions of the material on a page qualify for
15 protection, the Producing Party also must clearly identify the protected portion(s)
16 (e.g., by making appropriate markings in the margins).

17 (b) For testimony given in depositions or in other pretrial proceedings, that
18 the Designating Party identifies the Disclosure or Discovery Material on the record,
19 before the close of the deposition, all protected testimony, or by making such
20 designations by letter sent to counsel for all other Parties within thirty (30) days
21 after notification from the court reporter that the final transcript is available. Prior
22 to the termination of this thirty (30) day period, the entire transcript shall be deemed
23 to be presumptively “Confidential.” After the thirty (30) days have passed, if the
24 transcript has not been designated as “Confidential” by any party, the transcript shall
25 no longer be considered Confidential except upon stipulation by the parties or Court
26 order. The Party designating deposition testimony as “Confidential” is responsible
27 for ensuring that the transcript (or the relevant portions thereof) is marked as
28

1 “Confidential” by the court reporter

2 Each Party shall provide notice to all other Parties if it reasonably expects to
3 reference or use Protected Material at a deposition, hearing, or other proceeding so
4 that the other parties can ensure that only authorized individuals who have signed
5 the “Acknowledgement and Agreement to Be Bound” (Exhibit A) are present at
6 those proceedings. The use of a document as an exhibit at a deposition shall not in
7 any way affect its designation as “CONFIDENTIAL.”

8 (c) For information produced in some form other than documentary and
9 for any other tangible items, that the Producing Party affix in a prominent place on
10 the exterior of the container or containers in which the information is stored the
11 legend “CONFIDENTIAL.” If only a portion or portions of the information warrant
12 protection, the Producing Party, to the extent practicable, shall identify the protected
13 portion(s).

14 (3) Inadvertent Failures to Designate. If timely corrected, an inadvertent
15 failure to designate qualified information or items does not, standing alone, waive
16 the Designating Party’s right to secure protection under this Order for such
17 material. Upon timely correction of a designation, the Receiving Party must make
18 reasonable efforts to assure that the material is treated in accordance with the
19 provisions of this Order.

20 **G. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

21 (1) Timing of Challenges. Any Party or Nonparty may challenge a
22 designation of confidentiality at any time that is consistent with the Court’s
23 Scheduling Order.

24 (2) Meet and Confer. The Challenging Party shall initiate the dispute
25 resolution process by providing written notice of each designation it is challenging
26 and describing the basis for each challenge. To avoid ambiguity as to whether a
27 challenge has been made, the written notice must recite that the challenge to
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confidentiality is being made in accordance with this specific paragraph of the Order. The parties shall attempt to resolve each challenge in good faith and on an informal basis in accordance with Local Rule 37.1. The Parties must begin the process by conferring directly (in person or by telephone) within fourteen (14) days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the confidentiality designation was not proper and must give the Designating Party an opportunity to review the designated material, reconsider the circumstances, and if not change in designation is offered, to explain the basis for the chosen designation.

(3) Judicial Intervention

If the challenge cannot be resolved through the meet and confer process, the Challenging Party may apply to the Court for a ruling that a document (or category of documents) designated as Protected Material by the Designating Party is not entitled to the specified level of protection. The Challenging Party's Motion must be filed within 21 days of the Designating Party's response.

(4) Burden of Persuasion: The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

H. ACCESS TO AND USE OF PROTECTED MATERIAL

(1) Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Nonparty in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such

1 Protected Material may be disclosed only to the categories of persons and under
2 the conditions described in this Order. When the Action has been terminated, a
3 Receiving Party must comply with the provisions below.

4 Protected Material must be stored and maintained by a Receiving Party at a
5 location and in a secure manner that ensures that access is limited to the persons
6 authorized under this Order.

7 (2) Disclosure of “CONFIDENTIAL” Information or Items. Unless
8 otherwise ordered by the Court or permitted in writing by the Designating Party, a
9 Receiving Party may disclose any information or item designated
10 “CONFIDENTIAL” only to:

11 (a) The Receiving Party’s Attorney of Record in this Action, as well as
12 employees of said Attorney to whom it is reasonably necessary to disclose the
13 information for this Action;

14 (b) The officers, directors, and employees of the Receiving Party to whom
15 disclosure is reasonably necessary for this Action;

16 (c) Experts (as defined in this Order) of the Receiving Party to whom
17 disclosure is reasonably necessary for this Action and their staff and who have
18 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A) – although
19 their signed Acknowledgments and Agreements to be Bound need not be disclosed
20 to or produced to any Opposing Party or any Opposing Party’s attorney(s) unless
21 otherwise required by law;

22 (d) The Court and its personnel;

23 (e) Court reporters, deposition shorthand reporters and the staffs of each
24 of them;

25 (f) Professional jury or trial consultants, mock jurors, and Professional
26 Vendors to whom disclosure is reasonably necessary for this Action and who have
27 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A) – although
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1 their signed Acknowledgments and Agreements to be Bound need not be disclosed
2 to or produced to any Opposing Party or any Opposing Party's attorney(s) unless
3 otherwise required by law;

4 (g) The author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the information;

6 (h) During their depositions, witnesses and attorneys for witnesses in the
7 Action to whom disclosure is reasonably necessary, provided that: (1) the deposing
8 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)
9 they will not be permitted to keep any confidential information unless they sign the
10 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise
11 agreed by the Designating Party or ordered by the Court. Pages of transcribed
12 deposition testimony or exhibits to depositions that reveal Protected Material may
13 be separately bound by the court reporter and may not be disclosed to anyone except
14 as permitted under this Stipulated Protective Order;

15 (i) An adjuster(s) regularly employed by or providing professional
16 services for an insurance carrier identified by a Party as potentially being on the risk
17 to indemnify and/or provide a defense to that Party, whether or not under a
18 reservation of rights, provided that such adjuster(s) sign the "Acknowledgment and
19 Agreement to Be Bound" (Exhibit A), and the co-workers or staff of the adjuster(s)
20 who are advised of the protections of this Stipulated Protective Order – although
21 their signed Acknowledgments and Agreements to be Bound need not be disclosed
22 to or produced to any Opposing Party or any Opposing Party's attorney(s) unless
23 otherwise required by law; and

24 (j) Any mediator or settlement officer, and their supporting personnel,
25 mutually agreed upon by any of the parties with respect to settlement discussions.

26 Protected Material shall not be used by the parties or by any other persons or
27 entities for any business or other purpose unless agreed to in writing by all parties
28

1 to this Litigation or as authorized by further order of the Court. Persons to whom
 2 and entities to which Confidential Information is furnished shall not disclose this
 3 Confidential Information to any person not entitled under this Stipulation to receive
 4 it. These restrictions on the use of Confidential Information are applicable only to
 5 the use of the recipients of another person's or entity's Confidential Information.
 6 Confidential Information must be stored and maintained by a Receiving Party at a
 7 location and in a secure manner that ensures that access is limited to the persons
 8 authorized under this Stipulation.

9 **I. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
 10 **PRODUCED IN OTHER LITIGATION**

11 If a Party is served with a subpoena or a court order issued in other litigation
 12 that compels disclosure of any information or items designated in this Action as
 13 "CONFIDENTIAL," that Party must:

14 (a) Promptly notify in writing the Designating Party. Such notification
 15 shall include a copy of the subpoena or court order;

16 (b) Promptly notify in writing the party who caused the subpoena or order
 17 to issue in the other litigation that some or all of the material covered by the
 18 subpoena or order is subject to this Protective Order. Such notification shall include
 19 a copy of this Stipulated Protective Order; and;

20 (c) Cooperate with respect to all reasonable procedures sought to be
 21 pursued by the Designating Party whose Protected Material may be affected.

22 (d) Counsel shall take all other reasonable steps to ensure that persons
 23 receiving Protected Material do not use or disclose such information for any purpose
 24 other than for the purpose stated in the subpoena or court order in that specific
 25 litigation.

26 If the Designating Party timely seeks a protective order, the Party served with
 27 the subpoena or court order shall not produce any information designated in this
 28

1 action as “CONFIDENTIAL” before a determination by the Court from which the
 2 subpoena or order issued, unless the Party has obtained the Designating Party’s
 3 permission. The Designating Party shall bear the burden and expense of seeking
 4 protection in that court of its confidential material, and nothing in these provisions
 5 should be construed as authorizing or encouraging a Receiving Party in this Action
 6 to disobey a lawful directive from another court.

7 **J. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

8 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 9 Protected Material to any person or in any circumstance not authorized under this
 10 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
 11 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
 12 to retrieve all unauthorized copies of the Protected Material, (c) inform the person
 13 or persons to whom unauthorized disclosures were made of all the terms of this
 14 Order, and (d) request such person or persons to execute the “Acknowledgment and
 15 Agreement to Be Bound” that is attached hereto as Exhibit A.

16 **K. INADVERTENT PRODUCTION OF PRIVILEGED OR**
 17 **OTHERWISE PROTECTED MATERIAL**

18 When a Producing Party gives notice to Receiving Parties that certain
 19 inadvertently produced material is subject to a claim of privilege or other protection,
 20 the Receiving Parties are to treat the designated materials as CONFIDENTIAL until
 21 such time as the process for reviewing such designations has been completed, and
 22 then, if no objection is made to the designation, the material will be governed by
 23 this Protective Order henceforth. Nothing in this Order shall be construed to prohibit
 24 a Producing Party from seeking relief from any inadvertent or unintentional
 25 disclosure of confidential, privileged, or work-product information. Nothing in this
 26 Stipulated Protective Order shall diminish the legal rights of any person seeking
 27 such relief. When a Producing Party gives notice to Receiving Parties that certain
 28

1 inadvertently produced material is subject to a claim of privilege or other protection,
2 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
3 Procedure 26(b)(5)(B). Pursuant to Federal Rule of Evidence 502(d), neither the
4 attorney-client privilege nor the work product protection is waived by inadvertent
5 production in this Action or any other action. This Order shall be interpreted to
6 provide the maximum protection allowed by Federal Rule of Evidence 502(e).

7 **L. MISCELLANEOUS**

8 **(1) Right to Further Relief.** Nothing in this Order abridges the right of any
9 person to seek its modification by the Court in the future.

10 **(2) Right to Assert Other Objections.** By stipulating to the entry of this
11 Protective Order, no Party waives any right it otherwise would have to object to
12 disclosing or producing any information or item on any ground not addressed in
13 this Stipulated Protective Order. Similarly, no Party waives any right to object on
14 any ground to use in evidence of any of the material covered by this Protective
15 Order. Nothing in this Stipulation shall be construed to affect the admissibility of
16 any document, material, or information at any trial or hearing.

17 **(3) Filing Protected Material.** A Party that seeks to file under seal any
18 Protected Material must comply with the Federal Rules of Civil Procedure.
19 Protected Material may only be filed under seal pursuant to a court order authorizing
20 the sealing of the specific Protected Material at issue. With respect to discovery
21 motions or other proceedings not governed by the Federal Rules of Civil Procedure,
22 the following shall apply: If Confidential Materials or Information derived from
23 Confidential Materials are submitted to or otherwise disclosed to the Court in
24 connection with discovery motions and proceedings, the same shall be separately
25 filed under seal with the clerk of the Court in an envelope marked:
26 “CONFIDENTIAL – FILED UNDER SEAL PURSUANT TO PROTECTIVE
27 ORDER AND WITHOUT ANY FURTHER SEALING ORDER REQUIRED.”

28 **(4) Right of a Party to Use Its Own Documents.** Nothing in this Order shall

1 affect a Party's use or disclosure of its own documents in any way.

2 (5) Right of a Party to Use Independently Obtained Documents. Nothing
3 in this Order shall impose any restrictions on the use or disclosure by a Party of
4 documents, material or information obtained by such Party independent of formal
5 discovery proceedings in this Action.

6 (6) Right to Supplement or Request Deletion. If during the course of
7 litigation, a data subject with privacy rights pursuant to data protection laws
8 exercises his or her right to erasure of personal data contained within the previously
9 produced Protected Material, the Producing Party shall furnish newly redacted
10 versions of the Protected Material within a reasonable time. The Requesting Party
11 will promptly destroy the original version of the Protected Material and replace it
12 with the redacted version. The Producing Party may also require the entire
13 document destroyed and replaced with a slip-sheet indicating the Protected Material
14 is subject to erasure pursuant to the applicable data protection law.

15 M. Personally Identifiable Information. Personally identifiable information that
16 a party has designated as Protected Material as defined herein, based on its
17 good faith belief that the information is subject to federal or state laws or
18 other privacy obligations, or any of the information contained therein, shall
19 be handled by Counsel for the Receiving Party with the highest care. **FINAL**

20 **DISPOSITION**

21 After the final disposition of this Action, as defined in paragraph 4, within 60
22 days of a written request by the Designating Party, each Receiving Party must return
23 all Protected Material to the Producing Party or destroy such material. As used in
24 this subdivision, "all Protected Material" includes all copies, abstracts,
25 compilations, summaries, and any other format reproducing or capturing any of the
26 Protected Material.

27 Whether the Protected Material is returned or destroyed, the Receiving
28

1 Party must submit a written certification to the Producing Party (and, if not the same
2 person or entity, to the Designating Party) by the 60-day deadline that (1) identifies
3 (by category, where appropriate) all the Protected Material that was returned or
4 destroyed and (2) affirms that the Receiving Party has not retained any copies,
5 abstracts, compilations, summaries or any other format reproducing or capturing
6 any of the Protected Material.

7 Notwithstanding this provision, Counsel are entitled to retain an
8 archival copy of all pleadings; motion papers; trial, deposition, and hearing tran-
9 scripts; legal memoranda; correspondence; deposition and trial exhibits; expert
10 reports; attorney work product; and consultant and expert work product, even if such
11 materials contain Protected Material. Any such archival copies that contain or
12 constitute Protected Material remain subject to this Protective Order as set forth in
13 “DURATION.”

14 **N. VIOLATION OF PROTECTIVE ORDER**

15 Any violation of this Order may be cause for corrective measures, including
16 without limitation Orders to Show Cause re Contempt proceedings, monetary
17 sanctions, and such other remedies as the Court may consider fitting.

18
19 **O. EXECUTION IN COUNTERPARTS AND ELECTRONIC**
20 **SIGNATURES**

21 This Stipulation may be executed in identical counterparts, the signatures to which
22 make an entire original document when combined. This Stipulation contemplates
23 electronic signatures that are to be considered full execution of the Stipulation on
24 behalf of the Party for whom the electronic signature is made.

/s/ Mandi Goodman

Attorney for Defendant

/s/ Gary R. Carlin

Gary R. Carlin

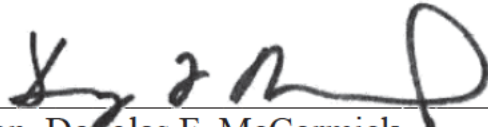
Attorney for Plaintiff

PROTECTIVE ORDER

GOOD CAUSE APPEARING, it is hereby **ORDERED** that this **STIPULATED PROTECTIVE ORDER** is entered in this action in accordance with the above stipulation of the Parties.

IT IS SO ORDERED.

DATED: August 15, 2023



Hon. Douglas F. McCormick
United States District Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of

_____ [print or type full address],

declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court, Central District of California in the case of *JEREMY COLLINS v HOME DEPOT U.S.A.*, case number 8:22-cv-00847-CJC-DFM.

I agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could leave me potentially liable for monetary sanctions and the Court's contempt citation. I promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court, Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action and if the action(s) giving rise to the enforcement proceedings take place in a locale other than the Central District of California

Date: _____

City and state where sworn and signed: _____

Printed name: _____

Signature: _____